

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI

SHERYL WHITESEL,)
Plaintiff,)
)
v.)
)
PRINCIPAL LIFE INSURANCE COMPANY,)
Defendant.)

COMPLAINT

COMES NOW Plaintiff, and for their claims and causes of action against Defendant,
Principal Life Insurance Company states:

PARTIES

1. Plaintiff is a resident and citizen of the State of Missouri.
2. Defendant Principal Life Insurance Company (“Principal” is an insurance company authorized to do business in the State of Missouri.

JURISDICTION AND VENUE

3. Plaintiff brings their claim pursuant to the Employee Retirement Income Security Act (“ERISA”) and 29 U.S.C. § 1001 *et seq.*
4. This dispute is governed by a welfare benefits plan and its policy documents, as well as applicable federal law regarding employer provided benefits. 29 U.S.C. § 1132(e)(1).
5. This Court also has subject matter jurisdiction pursuant to the general jurisdictional statute for civil actions arising under federal law. 28 U.S.C. § 1331.
6. Venue lies in the Western District of Missouri under 29 U.S.C. § 1132(e)(2), as the breach occurred in this district, and because the welfare benefits plan is administered in this district.
7. Venue is also proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events and/or omissions giving rise to this action occurred within this judicial district.

INFORMATION REGARDING TRIAL

8. No jury trial is allowed under ERISA law.

STATEMENTS OF FACT

9. Plaintiff was an employee of Encompass Medical Center.
10. Plaintiff last worked for them as a mammography technologist and patient navigator in 2018.
11. Plaintiff's occupation involved a range of exertional and non-exertional duties.
12. Encompass Medical sponsored a group welfare benefits plan for its participating employees ("Plan").
13. The Plan constitutes an employee welfare benefit plan as defined by 29 U.S.C. § 1002(1).
14. The Plan offered a number of benefits, including long-term disability ("LTD") benefits.
15. At all relevant times, Plaintiff has been a Plan participant and covered person
16. Encompass Medical is the administrator of the Plan.
17. Encompass delegated to the Principal the function of issuing benefit claim determinations.
18. Principal's group insurance policy ("Policy") articulates the conditions that covered Plan participants must satisfy to receive LTD benefits.
19. Plaintiff met the conditions of the plan to receive LTD benefits due to a variety of health related conditions for which they received Social Security Disability.
20. Principal terminated LTD benefits for Plaintiff as of 5/13/20.
21. Plaintiff was still disabled under the policy.
22. Although Plaintiff has satisfied the Policy's requirements, Principal has paid no further LTD benefits since its initial decision terminating benefits on the claim.
23. Plaintiff's subsequent appeal was denied and they have exhausted administrative remedies.

CAUSES OF ACTION

COUNT I

29 U.S.C. § 1132(a)(1)(B) – WRONGFUL DENIAL OF BENEFITS

24. Plaintiff realleges the preceding paragraphs as if fully set forth herein.
25. Plaintiff is entitled to all unpaid and accrued LTD benefits, as Principal
- a. Made an unfavorable decision without substantial evidence;
 - b. Failed to consider Plaintiff's claim;
 - c. Failed to review and properly weigh all relevant medical evidence;
 - d. Issued an unfavorable decision that was arbitrary and capricious.
26. Pursuant to 29 U.S.C. § 1132(a)(1)(b), Plaintiff is entitled to an award of actual damages for losses suffered.
27. Pursuant to 29 U.S.C. § 1132(g), judgment may include compensation for a beneficiary's attorney's fees, costs, and prejudgment interest.
28. Principal has not satisfied its obligation to pay Plaintiff LTD benefits.
29. WHEREFORE, pursuant to 29 U.S.C. § 1132(a)(1)(B) and 29 U.S.C. § 1132(g), Plaintiff prays for judgment against Principal for unpaid LTD benefits, attorney's fees, costs, and prejudgment interest.

Respectfully submitted,

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